



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

January 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AS-NEEDED ENGINEERING TESTING/INSPECTING SERVICES ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award contracts for "As-Needed Engineering Testing/Inspecting Services" to Group Delta Consultants, Inc., located in Torrance, California; and Kleinfelder, Inc., located in Diamond Bar, California. These contracts will be for a period of one year commencing upon Board approval with two 1-year renewal options not to exceed a total contract period of three years.
3. Instruct the Chair to sign these contracts.
4. Authorize the contractors to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$150,000 representing the estimated combined maximum annual cost for these services.
6. Delegate authority to the Director of Public Works to renew these contracts for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to award two contracts for as-needed engineering testing/inspecting services at various locations in Los Angeles County. The services requested will include inspecting and conducting tests on a variety of construction materials and soils at various locations to determine conformance with Public Works construction plans and specification documents. Since 1990, Public Works has contracted for these services. Public Works, during periods of peak workload, must have access to an effective level of engineering and inspecting services to meet critical construction schedules. As the specifications require these specialized testing/inspecting services throughout the County, as well as plants in the Simi Valley, Fontana, and Corona areas, more than one contractor is necessary to provide us with the flexibility to obtain adequate and timely service to meet construction schedules.

Implementation of Strategic Plan Goals

These contracts are consistent with the County's Strategic Plan Goal of Service Excellence. These services are to be provided on a part-time and intermittent basis and the contractors have the appropriate licenses and expertise to complete the work, which will allow Public Works to provide these services to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

The total amount of these services is not to exceed \$150,000 annually. This amount represents Public Works estimated combined maximum annual cost for these services.

Each individual contract will be for a period of one year commencing upon Board approval. With the Board's delegated authority, the Director may renew these contracts from year to year for a total contract period not to exceed three years. In any event, these contracts may be canceled or terminated together or individually, at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor(s).

Funds are available in Public Works' 2002-03 budget to cover the cost of these contracts. There will be no impact on net County cost.

These contracts allow cost-of-living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to these recommended contracts which are for non-Proposition A services, as the services are required on a part-time and intermittent basis.

The contractors have properly executed the contracts and County Counsel has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 9 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On September 17, 2002, Public Works solicited proposals from 170 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On October 24, 2002, seven proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). All seven proposals met these requirements and were evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included proposed fee, past performance, capability, and work plan of action. Based on this evaluation, Public Works is recommending that Group Delta Consultants, Inc., located in Torrance, California, be awarded a contract for the east, south, and west areas of the County; and Kleinfelder, Inc., located in Diamond Bar, California, be awarded a contract for all areas of the County. Both proposers were found to be the most responsive and lowest cost proposers to perform the required services.

Enclosure B reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain Board-ordered contract terms regarding the contractors notifying their current and new employees of the Federal-earned income tax credit, agreeing to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and non-payment for services rendered after expiration or termination of the contract.

Proof of the required Comprehensive General, Automobile, Professional Liability, and Property Coverage insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

As requested by your Board, the contractors have submitted a safety record which, in our opinion, reflects that activities conducted by them in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of each contract signed by the Chair. Please return the signed copies for the contractors to Public Works, together with the conformed copies for Public Works' file. The fully executed originals should be retained for your files.

The Honorable Board of Supervisors
January 2, 2003
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and GROUP DELTA CONSULTANTS, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 24th day of October 2002, hereby agrees to furnish engineering testing and inspecting services in the east, south, and west areas of Los Angeles County (Areas II, III, and IV); which includes the area west of downtown Los Angeles, Huntington Park to Marina del Rey and Zuma Beach, San Gabriel Valley, Foothill area to La Canada Flintridge, East Los Angeles, Bell, Pomona Valley, Diamond Bar area, the entire area, southerly of Westchester, Inglewood, Cudahy, Los Nietos, La Habra Heights to Long Beach, Rancho Palos Verdes, plus inspection services at plants in the Fontana and Corona areas, as described in the attached Specifications for "As-Needed Engineering Testing/Inspecting Services."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of these engineering testing and inspecting services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal. In no event will the County during the first year of this Contract pay any or all contractors providing services under this Program an aggregate amount greater than \$150,000 or such greater amount as the Board may approve; nor will the County, in any option-year that may subsequently be exercised, pay any or all contractors an aggregate annual amount greater than \$150,000 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions that may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

GROUP DELTA CONSULTANTS,
INCORPORATED

By _____
Its President

By _____
Its Secretary

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and KLEINFELDER, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 24th day of October 2002, hereby agrees to furnish engineering testing and inspecting services in all areas of Los Angeles County, as described in the attached Specifications for "As-Needed Engineering Testing/Inspecting Services."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of these engineering testing and inspecting services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal. In no event will the County during the first year of this Contract pay any or all contractors providing services under this Program an aggregate amount greater than \$150,000 or such greater amount as the Board may approve; nor will the County, in any option-year that may subsequently be exercised, pay any or all contractors an aggregate annual amount greater than \$150,000 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions that may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

KLEINFELDER, INCORPORATED

By _____
Its President

By _____
Its Secretary